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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

SHERRI BROWN; and EMILY BROWN, Plaintiffs, vs. NARCONON FRESH START d/b/a SUNSHINE SUMMIT FRESH START; ASSOCIATION FOR BETTER LIVING AND EDUCATION INTERNATIONAL; NARCONON INTERNATIONAL and DOES 1-100, ROE Corporations I – X, inclusive, Defendants.	**Case No.** '14CV1907 JLS JMA **COMPLAINT AND JURY DEMAND**

Plaintiffs Sherri, and Emily Brown ("Plaintiffs"), by and through their counsel, Ryan Hamilton of HAMILTON LAW, LLC, allege the following:

1. Plaintiffs were, and at all relevant times to this Complaint are, residents of San Bernardino County, California.

2. Defendant Narconon Fresh Start d/b/a Sunshine Summit Fresh Start (hereafter "Fresh Start"), is, and at all times relevant to this Complaint was, a corporation incorporated under the laws of, and with its principal place of business in, the State of California. NFS has been at all relevant times transacting business in Warner Springs, County of San Diego, California.

3. Defendant Narconon International ("NI") is a California corporation with its headquarters in Los Angeles, California.

4. NI is the principal of Fresh Start. As set forth in more detail below, NI exercises control over the time, manner, and method of Fresh Start's operations.

5. NI was doing business in the State of California by and through its agent and subsidiary/licensee Fresh Start. NI may be served with process through its registered agent, Sherman D. Lenske, 6400 Canoga Ave., Suite 315, Woodland Hills, CA 91367.

6. Fresh Start and NI are subsidiaries of the Association for Better Living and Education ("ABLE"). ABLE oversees the drug rehabilitation, education, and criminal justice activities of the Church of Scientology including, but not limited to, NFS and NI.

7. Defendant ABLE is a corporation registered in the State of California with its headquarters in Los Angeles, California.

8. ABLE controls the time, manner, and method of NI's and Fresh Start's businesses by actively managing their daily operations, including conducting inspections of Narconon centers and creating, licensing, and approving their marketing materials.

9. ABLE transacts business in the State of California by and through its agents, NI International and Fresh Start. ABLE may be served with process through its registered agent, Sherman D. Lenske, 6400 Canoga Ave., Suite 315, Woodland Hills, CA 91367.

10. Plaintiffs are unaware of the true names and capacities, whether individual, corporate, associate, or otherwise, of Defendant DOES 1-100, inclusive, and, therefore, sues these Defendants by fictitious names. Plaintiffs will seek leave of this Court to amend this Complaint when the identities of these Defendants are ascertained.

JURISDICTION AND VENUE

11. This Court has federal question jurisdiction pursuant to 28 U.S.C. § 1331.

12. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a) because a substantial portion of the events and omissions giving rise to this lawsuit occurred in this District, and the Court has personal jurisdiction over each of the parties as alleged throughout this Complaint.

FACTUAL ALLEGATIONS

13. On or about March 6, 2014, Plaintiff Sherri Brown was searching on the Internet to find a rehabilitation facility for her daughter, Plaintiff Emily Brown. She came upon a drug rehab website that claimed to be a resource for finding independent rehabilitation facilities. Sherri called the number on the site, and spoke with a representative named Jake.

12. Jake told Sherri that he was part of a referral agency just looking to help people get off drugs. Jake said he had a program with a 76% success rate, Fresh Start.

13. Jake told Sherri he would put Sherri in contact with the person in charge of arranging finances at Fresh Start.

14. Sherri was then contacted by Tonya Lawson, Admissions Counselor at Fresh Start.

15. Tonya represented to Sherri that the cost of the Fresh Start was $33,000. When Sherri explained that she did not have that much money, Tonya explained that she could arrange a “scholarship” for $23,000 for Emily Brown. Tonya told Sherri that Emily needed this program and if she didn’t pay for this program, she would be paying for her daughter’s coffin.

16. Sherri asked Tonya three times whether the Fresh Start program had anything to do with religion. Each time Tonya responded that the program was completely secular.

17. Tonya represented that there would be licensed medical professionals such as doctors or nurses to care for her daughter. Tonya also represented to Sherri that Emily would receive counseling through this program.

18. Tonya also represented to Sherri that the treatment program Fresh Start offers has a 76% success rate.

19. Tonya further represented to Sherri that the Fresh Start program has a sauna program that has been scientifically shown to reduce or eliminate an addict's drug cravings by flushing out residual drug toxins stored in an addict's fatty tissue.

20. Based on these representations, Sherri paid Fresh Start $10,000.00 to provide drug treatment to her daughter, Emily.

21. Sherri executed the contract attached hereto as **Exhibit A**.

22. The contract warrants that "[t]he Narconon Program is secular (NON-RELIGIOUS) in nature and does not include participation in any religious studies of any kind."

23. The contract further provides that the

> The Narconon program was founded in 1966 by William Benitez, where it was first used in the Arizona State Prison, after being inspired by the practical betterment philosophy of author and humanitarian L. Ron Hubbard in the book, The Fundamentals of Thought.

24. The actual title of the book the contract refers to is *Scientology: The Fundamentals of Thought – The Basic Book of Theory and Practice of Scientology for Beginners.*

25. The Church of Scientology's website indicates that this book was "designated by L. Ron Hubbard as the *Book One of Scientology*." (emphasis in original) *See* http://www.scientology.org/books/catalog/scientology-the-fundamentals-of-thought-paperback.html

26. Contrary to Fresh Start's representations, there were no doctors medical professionals such as doctors or nurses at Fresh Start d/b/a Sunshine Summit Lodge to oversee Emily.

27. Emily did not receive any type of substance abuse counseling at Fresh Start. Counseling is not a part of the treatment program Fresh Start offers.

28. Fresh Start uses the Narconon treatment program. The Narconon program is the same for every patient regardless of the patient's specific addiction problems.

29. The Narconon program consists of eight books based on the works of L. Ron Hubbard, the founder of the Scientology religion. These eight books contain almost no information about drugs, substance abuse, or its treatment.

30. The eight Narconon books contain only Scientology doctrines and teachings. Such doctrines include, without limitation, the Eight Dynamics of Existence, the Conditions of Existence, the Suppressive Person and Potential Trouble Source doctrines, the Tone Scale, the Affinity Reality Communication triangle, and the Cycle-of-Action.

31. Almost all of the material in the Narconon books has been copied directly out of Scientology scriptures.

32. In the Narconon program, patients are instructed to demonstrate their understanding of Scientology concepts like the "Eight Dynamics" by creating clay models.

33. Fresh Start had Emily perform drills known as "Training Routines" or TRs. These TRs come straight from Scientology scripture and have no apparent connection to the treatment of substance abuse.

34. For example, in TR3, Fresh Start had Emily sit with another patient and repeatedly ask the other patient "Do fish swim?" for hours on end.

35. To gauge a patient's progress in the program, Fresh Start administered Scientology's personality or stress test known as the "Oxford Capacity Analysis." This "analysis" contains 200 questions that a patient must answer "yes," "no," or "maybe."

36. A typical question on the Oxford Capacity Analysis is question 3: "Do you browse through railway timetables, directories, or dictionaries just for pleasure?"

37. Fresh Start also had Emily undergo the Narconon sauna program, called the New Life Detoxification Program.

38. The sauna program, known as the "New Life Detoxication" program is identical to the Scientology ritual known as "Purification Rundown," or the "Purif." Beginning Scientologists are required to go through the Purification Rundown.

39. In the New Life Detoxification program students first exercise vigorously before entering the sauna each day. On entering the sauna, Fresh Start requires each student to ingest increasing doses of Niacin and a "vitamin bomb."

40. Fresh Start claimed the New Life Detoxification program would reduce or eliminate Emily's drug cravings by flushing her body of residual drug toxins stored in her fatty tissue.

41. Not only does the New Life Detoxification Program fail to live up to Fresh Start's claims about its benefits, the sauna program is dangerous. By having patients such as Emily ingest extreme doses of Niacin and other vitamins while sitting in extreme temperatures for hours, the sauna program unnecessarily exposed Emily to serious health risks.

42. In a prior lawsuit, Dr. Louis A. Casal, an expert **retained by** Narconon International and Narconon of Northern Georgia in a wrongful death suit filed against those entities, testified at his deposition. The relevant portions of Dr. Casal's deposition testimony are attached hereto as **Exhibit B.** When asked under oath about the New Life Detoxification program, he testified that there is no scientific basis for the notion that sweating in a sauna detoxifies a person's body or treats addiction:

Q. Have you looked at the Narconon literature on what Narconon contends the benefits from the sauna are?

A. [Dr. Casal] Yes, I have.

Q. And the sauna program, what Narconon contends is that in – it in fact detoxifies your body. True?

A. True.

Q. But there's no scientific basis that you can point me to to support that contention, is there, sir?

A. You're correct.

Q. So when Narconon states that the sauna program detoxifies its students, you're not aware, as a medical doctor, of any scientific basis for that contention?

A. I agree.

Exhibit B, Deposition of Dr. Louis Casal, 136: 21 – 137:9.

43. Despite their own expert's admission that there is no scientific basis for the idea that patients sweating in the New Life Detoxification Program treats addiction, Fresh Start continues to represent to prospective patients, as they did to Plaintiff Sherri Brown, that the New Life Detoxification has been "scientifically and medically proven" as effective.

44. Narconon claims a success rate of over 76% for all Narconon centers, including Narconon Fresh Start d/b/a Sunshine Summit Lodge. Narconon International has published no studies or other verifiable evidence to support their claimed success rates.

45. Dr. Casal, the medical expert retained by Narconon International in another lawsuit, testified at his deposition that he was not convinced Narconon's claimed success rate was true:

Q. Okay. What are you relying on – well, let me ask you this; do you believe that 76 percent success ratio is accurate?

A. [Dr. Casal]. Mr. Harris, I'll be honest with you, that's a big number.

Q. Yeah, it's -- it's a real big number.

A. It's a big number.

Q. And it's completely inconsistent –

A. I – I hope it's true, but, I mean, I would need some convincing.

…

Q. Okay. Do you have any idea where Narconon is getting the numbers that it's using?

A. You know, in the interest of time – I just didn't have enough time to delve deeper into those studies, Mr. Harris. And I – I would be happy to, but, no, I don't have a clear understanding of where that 70 – 70-something number came from, no, sir.

Exhibit B, Deposition of Dr. Louis Casal, 124:21 – 125:5; 126:1 – 7.

46. Likewise, the Director of Legal Affairs for Narconon International, Claudia Arcabascio, advised the Narconon Freedom Center in Michigan not to claim the high success rate in responding to a Better Business Bureau complaint. Ms. Arcabascio advised Narconon Freedom "do not say we have 70% success (we do not have scientific evidence of it)." See email from Ms. Arcabascio, attached hereto as **Exhibit C**.

47. Defendants are well aware that there is no basis for the claimed success rate of the Narconon program. Nevertheless, Fresh Start claimed a 76% success rate for the Narconon program to Sherri Brown to induce her to send her daughter to Fresh Start for treatment.

48. Narconon documents indicate that the Narconon program is used to recruit patients into the Church of Scientology. For example, a Narconon titled the "Narconon Technical Line-Up" provides a flow chart of a patient's experience into and through the Narconon program. The document shows that when a patient finishes the Narconon program, the patient is to be "route[d] to the nearest Org for further services if the individual so desires." "Org" is Scientology jargon for an individual church providing services for the Church of Scientology. A copy of the "Narconon Technical Line-up" is attached hereto as **Exhibit D**.

49. Narconon considers its program to be the "Bridge to the Bridge." That is, Narconon considers its program to be an initial step into getting on Scientology's "Bridge to Total Freedom," the key spiritual journey that practitioners of the Scientology religion undertake. See, e.g., "Narconon News, 1974, Volume 6, Issue 3: Narconon Is The Bridge to The Bridge," attached hereto as **Exhibit E**.

50. Fresh Start displays tokens of gratitude it has received for introducing patients to Scientology around its offices. At Fresh Start's headquarters in Glendale, California, hangs a plaque from the Church of Scientology that thanks Larry Trahant and "The Narconon Fresh Start Team" for introducing patients to L. Ron Hubbard and "The Bridge." The writing on the plaque provides, in relevant part:

> Larry and his dynamic team at Narconon Fresh Start are hereby warmly thanked and highly commended for their dedication and hard work. They give us tremendous back up in introducing LRH to the world and are saving lives on a daily basis. There are thousands of beings who have taken their first steps on The Bridge, thanks to the compassion and efforts of this team.

A photo of this plaque is attached hereto as **Exhibit F**.

51. Scientology's own marketing documents show that the Narconon program is part of Scientology's plan to "clear" the planet. (To "go clear" is the ultimate spiritual goal for a Scientologist, achieved after one goes up the "Bridge to Total Freedom.") The document attached hereto as **Exhibit G**, shows a Church of Scientology, or an "Org" as it's known, with an arrow directed at the Narconon "Jumping Man" logo. The document reads:

> The question is not how to clear an individual, it's how to clear a civilization … by making every one of our orgs a central organization responsible for every sector of Scientology activities across it's [sic] entire geographic zone.

In other words, the Church of Scientology is supposed to direct Narconon to achieve Scientology's spiritual goal of "clearing" the planet.

52. Fresh Start is using the Narconon program to introduce Scientology and L. Ron Hubbard's "technology" to unwitting patients seeking drug rehabilitation. This is exactly as the Church of Scientology directed as part of its "Social Coordination Strategy." Scientology explicitly outlined this strategy in an urgent Executive Directive from the Authorization, Verification, and Correction Department of its

Religious Technology Center. The Executive Directive outlining the "Social Coordination Strategy" is attached hereto as **Exhibit H** (hereafter the "SOCO Directive").

53. The SOCO Directive instructed all SOCO GROUPS, which includes Narconon, as follows:

> YOU ARE THERE TO SELL LRH's TECH TO THE SOCIETY AND GET IT USED, AS THE TECH. You do this through a SMOOTH JOB OF PROMTIONAL ORGANIZATION – FRONT GROUPS, CORPORATIONS, FIELD WORKERS, ETC. (emphases in original).

The SOCO Directive expressly directed using front groups to introduce L. Ron Hubbard's "technology," *i.e.*, Scienotology to society.

54. Due to the bizarre "treatments" Fresh Start was subjecting Emily to she felt very scared and unsafe. So that she would no longer have to endure the strange treatments, Emily escaped from Fresh Start in the middle of the night.

55. Emily continues suffering mental anguish and paranoia from her time at Fresh Start.

RELATIONSHIP AMONG DEFENDANTS

56. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs and further allege as follows:

57. Defendant Fresh Start has all appearances of being a corporate sham illusion and mere instrumentalities of Defendants NI and ABLE.

58. ABLE and NI heavily influence Narconon Fresh Start and govern and control nearly every aspect of Narconon Fresh Start's business activities.

59. NI publishes operations manuals and requires that individual Narconon centers such as Narconon Fresh Start d/b/a A Life Worth Saving abide by these manuals in their operations. These operations manuals are called "Running An Effective Narconon Center" and "Opening A Successful Narconon Center."

60. These manuals show that NI and ABLE have the ultimate authority over Narconon Fresh Start employees. Narconon Fresh Start cannot demote, transfer, or dismiss a permanent staff member at Narconon Fresh Start without approval from the Senior Director of Administration at NI.

61. NI has the ultimate authority over the hiring of staff members at Narconon Fresh Start. If a Narconon Fresh Start staff member does not meet the qualifications of a staff member, the staff member may petition the Senior Director of Administration at NI to remain on staff.

62. If a staff member at Narconon Fresh Start believes she has been given orders or denied materials that make it hard or impossible for her to do her job, she may file a "Job Endangerment Chit" with the Ethics Department at NI. NI then investigates and works to resolve the staff member's issue.

63. The operations manuals require staff members at Narconon Fresh Start to report misconduct and "nonoptimum conduct' to the Quality Control Supervisor at NI. NI investigates misconduct at Narconon Fresh Start and may take disciplinary actions against its staff members.

64. NI receives ten percent of the weekly gross income from Narconon Fresh Start.

65. NI requires Narconon Fresh Start to send it detailed weekly reports containing statistics of more than 40 different metrics. NI review these weekly reports and orders changes at Narconon Fresh Start based on increases or decreases in the statistics in the reports.

66. NI and ABLE require that Narconon Fresh Start receive approval on all promotional materials before Fresh Start disseminates them. Further, Fresh Start must obtain approval as to its Internet websites from NI and ABLE before the sites "go live."

67. NI and ABLE also assist in creating Narconon Fresh Start's advertising materials. NI and ABLE dictate the contents of those advertising materials.

68. NI requires that Narconon Fresh Start maintain a "building account fund" in which weekly monies from the gross income are used to purchase new premises and also as a cushion to salvage the organization in dire circumstances. The "building fund" is under the control of NI.

69. NI and ABLE regularly conduct "tech inspections" at Narconon Fresh Start. These inspections entail NI and ABLE monitoring and correcting the manner in which Narconon Fresh Start delivers the Narconon treatment program to patients at Fresh Start. NI and ABLE instruct staff at Fresh Start as to the exact manner in which they are to perform their services and deliver the Narconon treatment program.

70. NI and ABLE also publish all training materials for Narconon Fresh Start. This includes seven different training materials on subjects ranging from the Narconon sauna program to overseeing to delivering the Narconon treatment program.

71. NI and ABLE micro-manage individual Narconon centers such Fresh Start d/b/a A Life Worth Saving that they publish the exact materials authorized to be sold in an individual Narconon center's bookstore. Further, the NI Director of Technology and Approval demands and ensures that there are good photos of L. Ron Hubbard visible in every center and that materials are available to students and staff as to L. Ron Hubbard's contributions in the field of alcohol and drug rehabilitation.

72. NI and ABLE work with individual Narconon centers such as Fresh Start on legal problems, including patient requests for refunds and complaints to the Better Business Bureau. In addition, NI and ABLE work to combat negative publicity for Fresh Start.

73. NI and ABLE are intimately involved in the day-to-day operations of Narconon Fresh Start. NI and ABLE have the final authority over all decisions at Narconon Fresh Start relating to hiring and firing, delivery of services, finances, advertising, training, and general operations.

74. There is such unity of interest and ownership among Narconon Fresh Start, NI, and ABLE that they are inseparable from one another.

75. The separate corporate existences of Narconon Fresh Start, NI, and ABLE is a scheme to fraudulently induce patients to enroll in one of their treatment facilities and pay substantial funds. Further, Defendants perpetrate this scheme to recruit for and promote the Scientology religion.

76. It is interests of justice to disregard the corporate shield and treat Defendants Fresh Start, NI, and ABLE as identical. Accordingly, each claim for relief listed below is made against all Defendants.

FIRST CLAIM FOR RELIEF

DAMAGES FOR FEDERAL WIRETAP VIOLATIONS UNDER 18 U.S.C. § 2520

77. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs and further allege as follows:

78. Defendants use scripts to route person from a website that purports to be a site for a non-profit referral service for persons seeking help finding an appropriate rehabilitation facility. This website is www.drug-rehabs.org.

79. The website www.drug-rehabs.org is owned and operated by Narconon Fresh Start. A copy of the script that Defendants use to route persons from this site to Narconon Fresh Start is attached hereto as **Exhibit I**.

80. Using this script, a Fresh Start staff member poses as a drug and alcohol counselor working for a non-profit referral service. The staff member manipulates the caller by, *inter alia*, purporting to make an assessment of the addict's situation and declaring that the addict has a "Category 3 Drug Addiction." Exhibit I, p.4. In reality, the Fresh Start staff member is not making an assessment, but instead is merely reading from the script that has pre-determined the addict has a "Category 3 Drug Addiction."

81. The Fresh Start staff member then uses the script to steer the person to want to seek treatment at Fresh Start. When the caller is ready to speak to a salesperson or "registrar" at Fresh Start, the caller is to be "tagged live" to the Fresh Start salesperson. *Id.* at p.8. This means that the

call is transferred from the Fresh Start staff member posing as an independent referral service to a Fresh Start salesperson.

82. The script advises Fresh Start staff to "ALWAYS TAG LIVE, if the person does not want to talk to a counselor, bring them back to the ruin, remind them they said they were willing to do whatever it takes, ICE WATER DIP them with the major problems you uncovered, let them know what will happen if ____ doesn't get the right help." *Id.* at 8. (emphases and blank in original)

83. The script then indicates that Fresh Start is recording its sales calls and using the recordings to conduct further analyses: "(Typically if the person does not want to get tagged, you have left out a step or not handled an objection properly, bring a copy of the reach sheet and the TAPE (you should have taped it) to Qual and ask qual to listen to the tape with you to see where the TECH went out or was left out)." *Id*. at 8.

84. Fresh Start, acting on behalf of all Defendants, routinely records its sales calls and saves those recordings in a library of sorts for further study.

85. Fresh Start deliberately and purposely recorded its calls with Plaintiff Sherri Brown without her knowledge.

86. During Plaintiff Sherri Brown's calls with Fresh Start she provided extremely private information about her family, her financial situation, and embarrassing details about Plaintiff Emily Brown's substance abuse. Plaintiff Sherri Brown had a reasonable expectation of privacy in conversations with Fresh Start.

87. Fresh Start never asked Plaintiff Sherri Brown for permission to record their conversations. If Fresh Start had asked, Plaintiff Sherri Brown would not have granted the request.

88. Fresh Start, acting on behalf of all Defendants, violated Plaintiff's rights under 18 U.S.C. § 2511 *et seq*. by intentionally recording her private conversations with Fresh Start salespersons without Plaintiff Sherri Brown's permission.

89. Fresh Start further violated Plaintiffs' rights by disclosing the recording of their conversations to others as a means of teaching the high pressure and deceptive sales techniques Fresh Start uses.

90. For Defendants' violations of 18 U.S.C. § 2511 *et seq*., Plaintiffs are entitled to all damages recoverable under 18 U.S.C. § 2520, including, without limitation, costs and reasonable attorneys' fees, punitive damages, injunctive relief, and statutory damages.

SECOND CLAIM FOR RELIEF

BREACH OF CONTRACT

91. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs and further allege as follows:

92. Defendants contracted with Plaintiff Sherri Brown, to provide Emily, in exchange for consideration, secular, residential drug and alcohol treatment.

93. Defendants breached this contract by, *inter alia*: (i) failing to provide services constituting drug and alcohol treatment; and (ii) providing Scientology in lieu of drug and alcohol treatment.

94. Defendants' breaches have caused Plaintiffs to suffer damages in excess of this Court's jurisdictional minimum.

THIRD CLAIM FOR RELIEF

FRAUD

95. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs and further alleges as follows:

96. The following is a non-exhaustive list of false representations Defendants knowingly made to the Plaintiffs: (i) that the Fresh Start program has a 76% success rate; (ii) that the Fresh Start program is secular and does not involve the study or practice of any religion; (iii) that Emily would receive counseling related to substance abuse at Fresh Start d/b/a Sunshine Summit Lodge; (iv) that Fresh Start's sauna program, *i.e*, the Purification Rundown, is safe and has been

scientifically shown to be effective to reduce or eliminate drug cravings; and (v) that Emily would be under the supervision of licensed medical professionals such as doctors or nurses during the program.

97. Tonya Lawson made these statements to Plaintiff Sherri Brown on or about March 6, 2014, to induce her to admit her daughter to Fresh Start. Fresh Start also made these statements on its website, www.sunshinesummitlodge.com, and Lawson directed Plaintiffs to the site. Fresh Start staff made these same false representations to Plaintiffs throughout Emily's stay at Fresh Start.

98. Had Plaintiff Sherri Brown known that any of the above representations Defendants made were false, she would not have admitted Emily to Fresh Start.

99. As a proximate result of Defendants' fraudulent conduct, Plaintiffs have suffered injuries and pecuniary damages in excess of this Court's jurisdictional minimum.

FOURTH CLAIM FOR RELIEF

NEGLIGENCE

100. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs and further allege as follows:

101. Defendants owed Plaintiffs a duty to render substance abuse treatment to Emily in a manner that did not subject her to an unreasonable risk of harm. Defendants further had a duty of care to render reasonably safe and effective treatment to her.

102. Defendants breached these duties by: (i) failing to staff the Fresh Start treatment facility with any qualified medical personnel; (ii) failing to provide duly qualified counselors to administer treatment; and (iii) providing Emily Scientology in lieu of substance abuse treatment.

103. As a proximate result of Defendants' breaches of the above duties, Plaintiffs suffered damages and injuries in excess of this Court's jurisdictional minimum.

FIFTH CLAIM FOR RELIEF

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

104. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs and further allege as follows:

105. Defendants engaged in extreme and outrageous conduct with the intention of causing, or with reckless disregard of the probability of causing Plaintiffs severe or extreme emotional distress. Defendants' extreme and outrageous conduct consisted of, *inter alia*: (i) providing Emily Scientology in lieu drug treatment or substance abuse counseling; and (ii) preying on Plaintiffs' vulnerabilities and attempting to recruit Emily into Scientology under the guise of providing drug treatment.

106 As a proximate result of Defendants' extreme and outrageous conduct, Emily has suffered severe and extreme emotional distress way beyond what any person in a civilized society should be expected to endure.

SIXTH CLAIM FOR RELIEF

NEGLIGENT MISREPRESENTATION

107. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs and further allege as follows:

108. The following is a non-exhaustive list of false representations Defendants made to the Plaintiffs: (i) that the Fresh Start program has a 76% success rate; (ii) that the Fresh Start program is secular and does not involve the study or practice of any religion; (iii) that Emily would receive counseling related to substance abuse at Sunshine Summit Lodge; (iv) that Fresh Start's sauna program, *i.e*, the Purification Rundown, is safe and has been scientifically shown to be effective in reducing or eliminating drug cravings; and (v) that Emily would be under the supervision of doctors or nurses during the program.

109. Tonya Lawson made these statements to Plaintiff Sherri Brown on or about March 6, 2014, to induce her to admit her daughter to Fresh Start. Fresh Start also made these statements on their website, www.sunshinesummitlodge.com, and Lawson directed Brown to the site. Fresh Start staff made these same false representations to Plaintiffs throughout Emily's stay at Fresh Start.

110. Defendants made these statements to Plaintiff Sherri Brown in the course of their business. These statements were for Plaintiffs' guidance in their transaction with Defendants.

111. Defendants made these statements without exercising reasonable care. Plaintiffs relied on these false statements of fact resulting in substantial pecuniary loss and other injuries to Plaintiffs

112. Defendants made these representations without using reasonable care.

SEVENTH CLAIM FOR RELIEF

CLAIMS UNDER CALIFORNIA UNFAIR COMPETITION ACT,

Cal. Bus. & Prof. Code § 17200

113. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs and further allege as follows:

114. Defendants, both on their website at www.sunshinesummitlodge.com, and through their sales representatives Tonya Lawson, advertised to Plaintiff Sherri Brown the following false statements of fact: (i) that the Fresh Start program has a 76% "success rate;" (ii) that Defendants' sauna program, the New Life Detoxification program, flushes residual drug toxins from a patient's tissues and thereby reduces or eliminates drug cravings; (iii) that the Fresh Start or the Narconon treatment program has the highest "success rate" in the drug and alcohol rehabilitation field; and (iv) that Fresh Start provides "cognitive behavior therapy" when, in fact, the courses and education NFS offers is nothing more than entry-level Scientology.

115. NI and ABLE control and approve Fresh Start's advertising materials and scripts that salespersons such as Tonya Lawson use when speaking to prospective patients.

116. Defendants' marketing materials for Fresh Start do not disclose that all rehabilitation materials used at Fresh Start are the same materials persons beginning the study and practice of Scientology use. Further, the marketing materials for the New Life Detoxification Program do not disclose that it is based on the work of L. Ron Hubbard and is a Scientology ritual known as the "Purification Rundown."

117. Plaintiffs have been injured by relying on Defendants' false advertisements. Members of the public are likewise likely to be deceived by Defendants' false and misleading advertising.

118. Defendants' deceptive and unlawful business practices complained of herein continue to this day. Defendants repeatedly have shown that they will continue engaging in these deceptive and unlawful practices until they are judicially compelled to stop.

119. Accordingly, Plaintiffs are entitled to all relief available for Defendants' violations of Cal. Bus. & Prof. Code § 17200 *et seq*.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for the following relief:

A. Judgment in favor of Plaintiffs and against Defendants for damages in such amounts as may be proven at trial;
B. Compensation for special, general damages, and treble damages;
C. Reasonable attorney's fees and costs of suit;
D. Injunctive relief prohibiting Defendants from further deceptive trade practices;
E. Punitive or exemplary damages against Defendant;
F. All further relief, both legal and equitable, that the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on all issues triable.

DATED this 13th day of August, 2014.

Respectfully submitted,

By:/s/ Ryan A. Hamilton

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